

**SERIAL 04084 - C FOODS: PERISHABLE, FRESH FRUITS & VEGETABLES
(NIGP CODES 39028, 39084)**

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FOODS: PERISHABLE, FRESH FRUITS & VEGETABLES
(NIGP CODES 39028, 39084)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 08, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/jmk
Attach

Copy to: Clerk of the Board
 Stephen Krausnick, MCSO Procurement
 Sharon Tohtsoni, Materials Management

(Please remove Serial 99115 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

FOODS: PERISHABLE, FRESH FRUITS & VEGETABLES (NIGP CODES 39028, 39084)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a multiple award/qualifying requirements contract with vendors of record that will allow the purchase of fresh fruits and vegetables. There are no specific items to price. The County is soliciting vendors that will without exception agree to the terms and conditions listed in this call for bids. If the terms and conditions are agreed to, a contract will be awarded that will allow Maricopa County Sheriff's Office Food Services to purchase on an as needed basis, items that meet the following general definitions listed in the technical specification section of this call for bids. Maricopa County reserves the right to add suppliers/vendors to this agreement over its term. Any supplier/vendor subsequently added shall comply fully with the terms and conditions of this agreement. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Pricing sheets are to be returned by the last business day of the month preceding the start of the current business month. They are to be faxed, mailed or delivered to MCSO Food Services, 3150 W. Lower Buckeye Rd. Suite A, Phoenix, Arizona 85009 Fax: 602-353-1544.
- 2.2 Vendors should retain attached copy of specifications for their reference, as no additional copies will be sent except when there is a change in specifications.
- 2.3 It will be the vendor's responsibility to reproduce pricing sheets and return per above schedule. Pricing sheets received not legible, or incomplete, will be rejected.
- 2.4 Packaging shall be free of odors, clean, sanitary and suited to the item labels as to weight and content are required on all items.
- 2.5 Orders will be called as needed by MCSO Food Service and date of deliveries will be scheduled at that time. Any exception shall have approval of MCSO Food Service.
- 2.6 Deliveries are to be made between the hours of 7:00 A.M. to 2:00 P.M., Monday through Friday at the MCSO Food Service Warehouse. MCSO reserves the right to change the delivery address. Currently delivery may be scheduled for Monday through Friday at the MCSO Food Service at the following address:
MCSO Food Services
3225 W. Durango
Phoenix AZ 85009
- 2.7 Products delivered by the vendor that, after testing, are found not to meet the minimum specifications will be rejected by the County; and if used by the County before the results are known will not be paid for.
 - 2.7.1 Product/food is inspected upon delivery to the Food Services Warehouse.
 - 2.7.2 After two (2) days if the product is "spoiled", the vendor is contacted by phone by a Food Services Supervisor and product is to be picked up and replaced at no additional charge by the vendor.
- 2.8 During normal business hours, authorized representatives from Maricopa County Materials Management and MCSO Food Services may inspect bidder's premises and equipment to verify capability of contract performance.
- 2.9 All fruits and vegetables must be US #1 grade.

2.10 **FRUIT SPECIFICATIONS:**

2.10.1 Apples:

2.10.1.1 Color from dark red to light red, firmness hard, fresh in loose appearance 100 count per carton.

2.10.2 Bananas:

2.10.2.1 80 - 90 ct. Plump, high yellowing color, free from splits and scars 80/90 count per 40 lb carton

2.10.3 Oranges:

2.10.3.1 Medium size, firm even color 150 count per carton.

2.10.4 Pears:

2.10.4.1 Green in color, firm free from bruises and splits, not over ripe. 70/80 count per carton.

2.11 **VEGETABLE SPECIFICATIONS:**

2.11.1 White Cabbage:

2.11.1.1 Firm heads, heavy for size, no yellow leaves or deep scars. 24 count per 40 lb carton.

2.11.2 Red Cabbage:

2.11.2.1 Firm heads heavy for size, no yellow leaves or deep scars. 24 count per 40 lb carton.

2.11.3 Carrots, topped:

2.11.3.1 Fresh in appearance, firm, well shaped, good in color, wilted or soft not acceptable. 25 lb bag.

2.11.4 Celery:

2.11.4.1 Crisp stocks, good in color fresh in appearance. 24 count per 60 lb carton.

2.11.5 Lettuce:

2.11.5.1 Firm heads, fresh, crisp, no wilting or decay to outer leaves. Iceberg 24 count per 44-50 lb carton.

2.11.6 Onions:

2.11.6.1 Must not be sprouting, wet or show signs of decay. Grand O or X is acceptable. 50 lb bag.

2.11.7 Tomatoes:

2.11.7.1 Tomato uniform in size and color, firm 6x7-3 layer.

2.11.8 Bell Pepper:

2.11.8.1 Firm, well shaped slick flesh, fresh and shining in appearance. Minimum 2-1/2." 28-30 lb carton

2.11.9 Pinto Beans:

2.11.9.1 Grade A rather than US #1, 50# Bag

2.11.10 Cucumbers:

2.11.10.1 Firm, well shaped, fresh and shining in appearance.

2.12 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.13 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within five (5) days of receipt of Purchase Order or agreed upon delivery date, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.14 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;

- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.15 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County:

All invoices shall indicate the following:

- (1) Contract number
- (2) County purchase order number
- (2) Quantity
- (4) Description
- (5) Pricing per unit
- (6) Total
- (6) Provide two (2) legible copies of the invoice.
- (8) The invoice shall be dated and signed (full name) by the County employee receiving the parts.

*FREIGHT: If freight is applied on an invoice(s) the following requirements are to be indicated on the invoice(s):

- (a) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s).
- (b) Full name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the Contractor(s) for the necessary corrections.

Questions regarding billing or invoicing shall be directed to Bob Garland, at 602-256-1979. Other County using agencies may utilize this contract. In those cases the Contractor(s) shall communicate with the using agencies accounts payable division.

2.16 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.16.1 One (1) original copy of all submissions is MANDATORY
- 2.16.2 Pricing pages, MANDATORY (Attachment A)
- 2.16.3 Vendor Information, MANDATORY (Attachment C)
- 2.16.4 Agreement page, MANDATORY (Attachment B)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a six (6) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.5 INDEMNIFICATION:

3.5.1 **INDEMNIFICATION.**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services.

CONTRACTOR'S duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Stephen Krausnick, Sheriff's Procurement, 602-876-3409.

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled). Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ASSOCIATION OF ARIZONA FOOD BANKS, 2100 N CENTRAL AVENUE, STE #230, PHOENIX, AZ 85004

**PRICING SHEET C89 15 03 / B0602324
NIGP CODES 39028, 39084**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES X NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Vendor agrees/understands/acknowledges the responsibility to provide Maricopa County Sheriff's Office with a monthly quotation (as outlined in section 2.1) of the following items (listed below) specifying price (inclusive of delivery) and a contact name.

Signature: _____

ASSOCIATION OF ARIZONA FOOD BANKS, 2100 N CENTRAL AVENUE, STE #230, PHOENIX, AZ 85004

NO pricing is needed at this time. Below is a sample of the list that shall be provide on a monthly basis after award to MCSO Food Services as outlined in section 2.1. Pricing sheets received not legible, or incomplete, will be rejected.

| <u>Item Description</u> | <u>Unit Cost</u> |
|--------------------------------|-------------------------|
| Fruit Specifications | |
| Apples | \$ _____/carton |
| Bananas | \$ _____/carton |
| Oranges | \$ _____/carton |
| Pears | \$ _____/carton |
| Vegetable Specifications | |
| White Cabbage | \$ _____/carton |
| Red Cabbage | \$ _____/carton |
| Carrots, topped | \$ _____/bag |
| Celery | \$ _____/carton |
| Lettuce | \$ _____/carton |
| Onions | \$ _____/bag |
| Tomatoes | \$ _____/layer |
| Bell Pepper | \$ _____/carton |
| Pinto Beans | \$ _____/bag |
| Cucumbers | \$ _____/carton |

| | |
|------------------------|--|
| Terms: | NET 30 |
| Federal Tax ID Number: | 86-0507679 |
| Vendor Number: | 860507679 |
| Telephone Number: | 602-989-1396 |
| Fax Number: | 602-386-5129 |
| Contact Person: | NORM GOLD |
| E-mail Address: | nxgold@azfoodbanks.org |
| Company Web Site: | www.azfoodbanks.org |
| Insurance Certificate | Required |
| Contract Period: | To cover the period ending SEPTEMBER 30, 2010. |

WILLIE ITULE PRODUCE INC, 926 E JACKSON STREET, PHOENIX, AZ 85034-2254

**PRICING SHEET C89 15 03 / B0602324
NIGP CODES 39028, 39084**

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WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

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NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

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WILLIE ITULE PRODUCE INC, 926 E JACKSON STREET, PHOENIX, AZ 85034-2254

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| Tomatoes | \$ _____/layer |
| Bell Pepper | \$ _____/carton |
| Pinto Beans | \$ _____/bag |
| Cucumbers | \$ _____/carton |

| | |
|------------------------|--|
| Terms: | NET 30 |
| Federal Tax ID Number: | 86-0431841 |
| Vendor Number: | 860431841 |
| Telephone Number: | 602-252-7258 |
| Fax Number: | 602-252-8228 |
| Contact Person: | WILLIE ITULE |
| E-mail Address: | ituleproduce@qwest.net |
| Company Web Site: | www.willieituleproduce.com |
| Insurance Certificate | Required |
| Contract Period: | To cover the period ending SEPTEMBER 30, 2010. |